EXHIBIT 12

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND
(Northern Division)

BLANCA P. CEDILLOS-GUEVARA, et al. :
:
v. :
: CASE NO. 1:14-cv-00196-GLR
:
MAYFLOWER TEXTILE :
SERVICES CO., et al. :
:

PLAINTIFF MARIA RAMIREZ ANSWERS TO INTERROGATORIES

Plaintiff Maria, by her undersigned counsel, hereby answers the interrogatories propounded by Defendants Mayflower Textile Services Co. ("Mayflower") and Mukul Mehta ("Mehta"), as follows:

a. The information supplied in these Answers is not based solely on the knowledge of the executing party, but includes the knowledge of her agents, representatives, and attorneys unless privileged;

b. The word usage and sentence structure are those of the attorneys who prepared these Answers and does not purport to be the exact language of the executive party;

c. The interrogatories and answers herein were translated (either from English to Spanish or Spanish to English) by a paralegal of the firm of Brown, Goldstein & Levy, LLP who is fluent in Spanish and English;

d. Additional investigation and discovery may disclose further information and documents relevant to these Responses, as could information and documents obtained from Defendant through additional discovery procedures. Accordingly, Plaintiff reserves the right to amend, alter, supplement, modify, or otherwise revise these Responses if, for any reason, such

John would pay us with cash. I do not recall the dates of these conversations, but I know that I spoke with several coworkers on several occasions from 2011 to 2013 about these issues. In addition, I likely spoke to others about these issues over the time period I worked at the Mayflower laundry.

INTERROGATORY NO. 8: Set forth all facts pertaining to your direct interaction with Mehta during the time you worked at the Mayflower Laundry Facility.

ANSWER: Plaintiff objects to this Interrogatory because it is overly broad as it is without time limits. Subject to and without waiving these objections, Plaintiff states:

Although I never directly spoke with Mukul Mehta, I was aware of who he was and understood him to be the owner of Mayflower Laundry, and also understand that he was in charge of all operations. Mr. Kalra would tell us to make sure that the areas where we worked were very clean on the days that Mr. Mehta was going to show up. When he did come to the Mayflower Laundry, he acted like he was important, greeting everyone as a group and making a show of coming down to the machines to say hello.

INTERROGATORY NO. 9: Set forth your understanding of Mehta's involvement in the operation of Mayflower and/or the Mayflower Laundry Facility and identify all facts that support this understanding.

ANSWER: See Answer to Interrogatory No. 8.

INTERROGATORY NO. 10: Describe your typical work day during your employment at Mayflower Laundry Facility, including start time, break schedule, and end time.

ANSWER: Plaintiff objects to this Interrogatory as overly broad as it is unlimited by time frame. Moreover, Plaintiff objects because information about a "typical work day" cannot be used as evidence by Defendants regarding any claims about a specific day or specific period of time, and thus explanation of a "typical work day" is not likely to lead to admissible evidence. Finally, Plaintiff objects because the Interrogatory is vague and does not explain what is meant by a "typical work day." Subject to and without waiving these objections, Plaintiff states as follows:

I generally clocked-in at Mayflower Laundry at 8:00 a.m. on Mondays, Tuesdays, Thursdays, Fridays, and Saturdays. I frequently started my work about 15 minutes early, before punching in, because I wanted to get a head start on what I knew I needed to complete that day. My supervisor was aware that I did this. Mr. Kalra demanded a certain amount of work and there wasn't enough time to complete it all in a typical day. I clocked in at the time clock by punching in my code and placing my finger on the time clock machine.

At the Mayflower Laundry, I was responsible for folding washcloths and putting orders together for the clinics. I was assigned that role by Mr. Kalra. When I arrived, I always knew what I had to complete that day. Vicki was the supervisor in the hospital area. If someone was absent one day, then I would generally help on one of the machines.

There was a morning 10-minute break at 9:00 a.m. until a couple of years ago. Our lunch was 30 minutes at that time. Then, in 2012 or 2013, the morning break and the lunch break were consolidated to one break. Mr. Kalra started spending more time "on the floor" with the workers, yelling and insulting workers and throwing piles of laundered items on the floor when he was displeased. He said that when he was present, the work was completed faster. Punching out and in for the break was not something I did on a regular basis; there was a long line to punch out and in and waiting in line took time away from our break. If our work needed to be completed by lunch, Mr. Kalra made us work until it was done and did not allot us the full time for lunch.

Sometimes John included time slips with the cash he gave us, and it was evident to me that he would discount approximately 50 minutes for breaks on a daily basis.

I was always the last to leave the hospital area because I needed to wait until I had the orders filled that were going to be picked up each day. Our work-day end-time varied. Although once I left at 10:00 a.m. because the washing machine was broken, in general the earliest I was allowed to leave was at 4:00 p.m. and the latest was around 8:00 p.m.

There were times when we were called back to work after punching out. I punched back in to work and punched out again after, but I do not know if the time was paid or not.

Mr. Kalra or Vicki or Yulisa (after she confirmed with Mr. Kalra or Vicki) told us that when we could leave. Vicki and Mr. Kalra controlled how long we worked.

INTERROGATORY NO. 11: Describe in detail all facts and documents evidencing your hours worked in each work week that you worked at the Mayflower Laundry Facility.

ANSWER: See Answer to No. 3.

INTERROGATORY NO. 12: Describe specifically and in detail your employment history with Mayflower, East to West, Argo Management, Industry Cleaning Service, and/or Villy's, including but not limited to the date upon which your employment began, the date upon which your employment was terminated and the reason for said termination (if applicable), the rate(s) at which you were paid during the course of your employment, your job duties during the course of your employment, the person(s) to whom you reported over the course of your employment, the hours you worked over the course of your employment, the manner in which you (and/or Mayflower, East to West, Argo Management, Industry Cleaning Service, and/or Villy's) tracked or monitored your hours, and the manner in which you were paid (e.g., check, cash, direct deposit) over the course of your employment. If in responding to this Interrogatory you are required to look at or refer to documents, please identify such documents in accordance with the instructions provided herein. If in responding to this Interrogatory you are required to refer to communications, please provide the date of each such communication, the parties to each such communication, the place of each such communication, all witnesses to each such communication, and the substance of each such communication, in as verbatim a form as possible.

ANSWER: Plaintiff objects to this Interrogatory as vague, ambiguous, compound, and overly broad as it is unlimited in time frame. Plaintiff also objects in that it requests information when the records were created, and (b) under what circumstances the records were created, or how they came into your possession, custody, or control.

ANSWER: Plaintiff objects to Interrogatory No. 17 as vague, ambiguous and compound. Subject to and without waiving these objections and to the best of his recollection, Plaintiff states as follows: I have no such records.

INTERROGATORY NO. 18: Describe and itemize specifically and in detail each and every payment in whatever form (cash, check, direct deposit, etc.) you received from Mayflower, East to West, Argo Management, Industry Cleaning Service, and/or Villy's during the period of time commencing on the first day of your employment and continuing through the present, including in your answer the date of each such payment, the amount of each such payment, the account(s) into which each such payment was deposited, and the payor of or for each such payment.

ANSWER: Plaintiff objects to this Interrogatory as vague, ambiguous and compound. Plaintiff objects that this Interrogatory is overbroad in that it is unlimited in time frame. Plaintiff also objects to it on the grounds that the information requested is maintained by Defendants in their ordinary course of business, and because Defendants have superior access to this information. Subject to and without waiving these objections, Plaintiff states:

I was paid by Mayflower Textile Services from January 2005 to 2011, and from January 2014 to May 2014 via check.

I was paid by John and East to West Enterprises from March 2011 to January 2014 in multiple ways. I was often given company checks from East to West that would bounce because the account had no funds. I would report this to Kanu and he would call John. John would go to the Mayflower facility that day or sometimes a few days later with envelopes of cash for the employees and would withhold a "check-cashing" fee of $20–30.

INTERROGATORY NO. 19: Describe specifically and in detail the factual basis or bases for your contention, allegation, or belief that Mayflower and/or Mehta is or was your employer at any point in time during your tenure at Mayflower Laundry Facility. If in responding to this Interrogatory you are required to look at or refer to documents, please identify such documents in accordance with the instructions provided herein. If in responding to this Interrogatory you are required to refer to communications, please provide the date of each such communication, the parties to each such communication, the place of each such communication, all witnesses to each such communication, and the substance of each such communication, in as verbatim a form as possible.

ANSWER: Plaintiff objects to this Interrogatory as vague, ambiguous and compound. Subject to and without waiving these objections, Plaintiff states as follows:

I believe that the supervisors Mr. Kalra, Kanu, Vicki, and Yulisa were employed by Mayflower and/or supervised me on behalf of Mayflower, and that Mr. Mehta was ultimately responsible for the work done at the Mayflower Laundry. It is my understanding that the machines on which I worked were all owned by Mayflower Laundry. The trucks that dropped off the items to be laundered were labeled Mayflower Textile. All employees used the same time-clock to record our time and it is my belief that a Mayflower employee processed that time and recorded our hours and calculated my pay. There was no difference in the work that was done or who was the supervisor according to which entity paid each employee.

INTERROGATORY NO. 20: Describe specifically and in detail the factual basis or bases for your contention, allegation, or belief that Mayflower and/or Mehta failed or refused to provide you with pay stubs or other documentation enumerating, detailing, or referring to hours worked and/or deductions, if you so contend. If in responding to this Interrogatory you are required to look at or refer to documents, please identify such documents in accordance with the instructions provided herein. If in responding to this Interrogatory you are required to refer to communications, please provide the date of each such communication, the parties to each such communication, the place of each such communication, all witnesses to each such communication, and the substance of each such communication, in as verbatim a form as possible.

ANSWER: Plaintiff objects to Interrogatory No. 20 as vague, ambiguous and compound. Plaintiff objects that this Interrogatory is overbroad in that it is unlimited in time frame. Plaintiff also objects on the grounds that the information requested is maintained by Defendant in its